

BILL NO. S-91-10-30

SPECIAL ORDINANCE NO. S-263-91.

AN ORDINANCE approving CONTRACT FOR RES. #484-91, EDSALL AVENUE - OLD LINCOLN HIGHWAY STORM SEWER IMPROVEMENT between LAND, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works., THEREFORE, BE IT ORDAINED BY

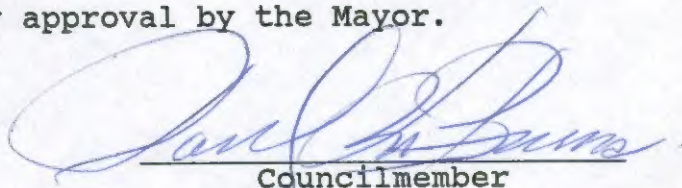
THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Res. #484-91, Edsall Avenue - Old Lincoln Highway Storm Sewer Improvement, by and between LAND, INC. and the City of Fort Wayne, in connection with the Board of Public Works, for:

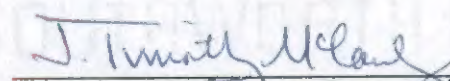
is described on the attached Resolution;

the Contract price is One Hundred Forty-Eight Thousand Five Hundred Seventy and no/100 Dollars (\$148,570.00), all as more particularly set forth in said Contract, which in the Office of the Board of Public Works and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



**RESOLUTION 484-1991**  
**EDSALL AVENUE - OLD LINCOLN HIGHWAY STORM**  
**SEWER IMPROVEMENT**

**RESOLVED** by the Board of Public Works of the City of Fort Wayne, Indiana, that:

the reconstruction of a storm sewer, intended and adapted for use by property owner(s) whose property is a part of the drainage shed area served by this drain and the same is hereby ordered on and along the following described line:

**MAINLINE:** Beginning at an existing manhole approximately  $935 \pm$  LF East of the centerline of Edsall Avenue and  $430 \pm$  LF North of the centerline of Maumee Avenue; thence Northwesterly parallel to the Norfolk & Western Railroad, a distance of 94.5 feet to an inlet (Structure #I); thence South within the right-of-way of Edsall Avenue, a distance of  $300 \pm$  LF to a manhole (Structure #W); thence West a distance of 35 feet to a manhole (Structure #X), located  $5 \pm$  LF East and  $35 \pm$  LF North of the intersection of Jefferds Avenue right-of-way and Edsall Avenue right-of-way.

**LATERAL #11 (per plans):** Beginning at a point on an existing 42" storm drain (Structure #FF), approximately  $935 \pm$  LF East of the centerline of Edsall Avenue and  $400 \pm$  LF North of the centerline of Maumee Avenue; thence Westerly, a distance of 295 feet to a manhole (Structure #GG).

**LATERAL #4 AND 10 (per plans):** Beginning at Structure #J, approximately  $820 \pm$  LF West of the centerline of Coliseum Boulevard and  $290 \pm$  LF North of the centerline of Old Lincoln Highway; thence Southeasterly parallel to the new railroad, a distance of 550 feet to a manhole (Structure #Y); thence South perpendicular to Old Lincoln Highway, a distance of 130 feet to a manhole (Structure #Z), said manhole being located with the right-of-way line of Old Lincoln Highway; thence Westerly parallel to the right-of-way line of Old Lincoln Highway, a distance of 950 feet to an inlet (Structure #CC), located  $1 \pm$  LF South and  $75 \pm$  LF West of the intersection of the North right-of-way line of Old Lincoln Highway and the Northeast right-of-way line of Maumee Avenue; thence Northwesterly parallel to the Northeast right-of-way line of Maumee Avenue, a distance of 300 feet to an inlet (Structure #DD).

Said sewers shall be 12", 15", 18", 21", 24" 27" and 30" RCP in diameter.

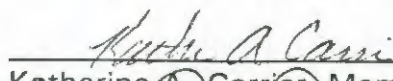
Said storm sewer(s), with all their appurtenances shall be constructed in accordance with the CITY OF FORT WAYNE SEWER UTILITY STANDARDS AND SPECIFICATIONS.

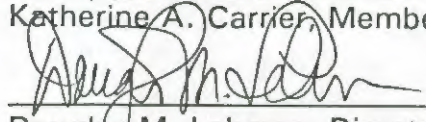
The cost of said storm sewer(s) shall be paid by the City of Fort Wayne with proceeds from an Indiana Department of Commerce Grant, Urban Development Action Grant Recapture Funds, and OmniSource Corporation, per terms of letter of understanding.

**ADOPTED** this 11th day of September 1991.

**BOARD OF PUBLIC WORKS**

  
Charles E. Layton, Director of Public Works

  
Katherine A. Carrier, Member

  
Douglas M. Lehman, Director of Administration & Finance

**ATTEST:**   
Patricia Crick, Clerk



EDSALL AVENUE-OLD LINCOLN HIGHWAY **STORM** SEWER  
RESOLUTION 484-1991

ITEM	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S		ESTIMATE		LAND		INC.		DEHNER		CONSTRUCTION		BERCOT		INC.
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION			
1	12" RCP CLASS III	885	LF	\$22.00	\$19,470.00	\$17.00	\$15,045.00		\$18.75	\$16,593.75		\$16.00	\$14,160.00					
2	15" RCP CLASS III	735	LF	27.00	\$19,845.00	\$19.00	\$13,965.00		\$27.25	\$20,028.75		\$19.00	\$13,965.00					
3	18" RCP CLASS III	130	LF	33.00	\$4,290.00	\$24.00	\$3,120.00		\$32.00	\$4,160.00		\$21.00	\$2,730.00					
4	24" RCP CLASS IV	360	LF	44.00	\$15,840.00	\$34.00	\$12,240.00		\$37.00	\$13,320.00		\$32.50	\$11,700.00					
5	27" RCP CLASS IV	280	LF	48.00	\$13,440.00	\$38.00	\$10,640.00		\$35.50	\$9,940.00		\$35.00	\$9,800.00					
6	30" RCP CLASS IV	565	LF	50.00	\$28,250.00	\$43.00	\$24,295.00		\$44.50	\$25,142.50		\$42.50	\$24,012.50					
7	TYPE I MANHOLE/CASTING	11	EA	1300.00	\$14,300.00	\$1,400.00	\$15,400.00		\$1,150.00	\$12,650.00		\$1,500.00	\$16,500.00					
8	TYPE II MANHOLE/CASTINGS	1	EA	1900.00	\$1,900.00	\$4,000.00	\$4,000.00		\$2,650.00	\$2,650.00		\$2,750.00	\$2,750.00					
9	TYPE I INLET/CASTING	3	EA	800.00	\$2,400.00	\$500.00	\$1,500.00		\$500.00	\$1,500.00		\$700.00	\$2,100.00					
10	#53/#73 SPECIAL BACKFILL	2775	TON	6.20	\$17,205.00	\$8.00	\$22,200.00		\$9.50	\$26,362.50		\$11.00	\$30,525.00					
11	PAVEMENT REPLACEMENT (EDSA	9	SY	20.00	\$180.00	\$15.00	\$135.00		\$22.00	\$198.00		\$100.00	\$900.00					
12	1" HAC SURFACE-NEW PAVEMENT	2490	SY	2.00	\$4,980.00	\$2.00	\$4,980.00		\$1.90	\$4,731.00		\$3.40	\$8,463.00					
13	3" HAC BINDER-NEW PAVEMENT	2490	SY	4.00	\$9,960.00	\$4.00	\$9,960.00		\$7.00	\$17,430.00		\$5.70	\$14,183.00					
14	PRIME COAT	2490	SY	0.50	\$1,245.00	\$0.40	\$996.00		\$0.40	\$996.00		\$0.40	\$996.00					
15	TYPE II-B CONCRETE CURB	1065	LF	17.00	\$18,105.00	\$9.00	\$9,585.00		\$7.75	\$8,253.75		\$8.00	\$8,520.00					
16	DEBRIS REMOVAL PER SPECIFICATION	1	LS	6000.00	\$6,000.00	\$509.00	\$509.00		\$5,000.00	\$5,000.00		\$15,000.00	\$15,000.00					
	TOTAL BID				\$177,710.00		\$148,570.00			\$168,956.25			\$176,317.50					

ITEM	DESCRIPTION	QUANTITY	UNIT	KREAGER		BROTHERS	SCHEIDLEMAN	EXCAVATING	LIBERTY	CONSTRUCTION		GEIGER	DEVELOPING
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	12" RCP CLASS III	885	LF	\$25.58	\$22,638.30	\$33.20	\$29,382.00		\$26.25	\$23,231.25		\$29.50	\$26,107.50
2	15" RCP CLASS III	735	LF	\$26.00	\$19,110.00	\$24.25	\$17,823.75		\$31.00	\$22,785.00		\$46.00	\$33,810.00
3	18" RCP CLASS III	130	LF	\$27.50	\$3,575.00	\$19.85	\$2,580.50		\$32.00	\$4,160.00		\$37.00	\$4,810.00
4	24" RCP CLASS IV	360	LF	\$31.50	\$11,340.00	\$34.60	\$12,456.00		\$40.00	\$14,400.00		\$43.00	\$15,480.00
5	27" RCP CLASS IV	280	LF	\$32.75	\$9,170.00	\$34.05	\$9,534.00		\$41.50	\$11,620.00		\$43.00	\$12,040.00
6	30" RCP CLASS IV	565	LF	\$38.25	\$21,611.25	\$36.00	\$20,340.00		\$46.75	\$26,413.75		\$56.00	\$31,640.00
7	TYPE I MANHOLE/CASTING	11	EA	\$1,297.00	\$14,267.00	\$1,270.00	\$13,970.00		\$1,350.00	\$14,850.00		\$1,125.00	\$12,375.00
8	TYPE II MANHOLE/CASTINGS	1	EA	\$2,475.00	\$2,475.00	\$2,410.00	\$2,410.00		\$1,890.00	\$1,890.00		\$2,500.00	\$2,500.00
9	TYPE I INLET/CASTING	3	EA	\$720.00	\$2,160.00	\$485.00	\$1,395.00		\$550.00	\$1,650.00		\$595.00	\$1,785.00
10	#53/#73 SPECIAL BACKFILL	2775	TON	\$9.30	\$25,807.50	\$8.00	\$22,200.00		\$10.50	\$28,137.50		\$7.00	\$19,425.00
11	PAVEMENT REPLACEMENT (EDSA	9	SY	\$50.00	\$450.00	\$55.25	\$497.25		\$30.00	\$270.00		\$52.50	\$472.50
12	1" HAC SURFACE-NEW PAVEMENT	2490	SY	\$4.00	\$9,960.00	\$2.65	\$6,598.50		\$2.15	\$5,353.50		\$2.75	\$6,847.50
13	3" HAC BINDER-NEW PAVEMENT	2490	SY	\$8.50	\$16,185.00	\$8.65	\$21,538.50		\$7.80	\$19,422.00		\$7.81	\$19,446.90
14	PRIME COAT	2490	SY	\$0.35	\$871.50	\$0.40	\$996.00		\$0.40	\$996.00		\$0.38	\$946.20
15	TYPE II-B CONCRETE CURB	1065	LF	\$8.00	\$8,520.00	\$7.75	\$8,253.75		\$8.00	\$8,520.00		\$7.35	\$7,827.75
16	DEBRIS REMOVAL PER SPECIFICATION	1	LS	\$10,500.00	\$10,500.00	\$11,050.00	\$11,050.00		\$3,950.00	\$3,950.00		\$2,500.00	\$2,500.00
	TOTAL BID				\$178,640.55		\$181,025.25			\$188,649.00			\$198,013.35



## SEWER CONSTRUCTION CONTRACT

Board Order 140-91

Contract 484-1991

Work Order 73795

**THIS CONTRACT** made and entered into in triplicate this 16 day of OCTOBER, 1991, by and between LAND, INC., herein called **CONTRACTOR**, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called **OWNER**;

**WITNESSETH**, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

### ARTICLE 1: SCOPE OF WORK

**CONTRACTOR** shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

**SEWER MAINLINE:** Beginning at an existing manhole approximately 935± LF East of the centerline of Edsall Avenue and 430± LF North of the centerline of Maumee Avenue; thence Northwesterly parallel to the Norfolk & Western Railroad, a distance of 945 feet to an inlet (Structure #1); thence South within the right-of-way of Edsall Avenue, a distance of 300 feet to a manhole (Structure #W); thence West a distance of 35 feet to a manhole (Structure #X), located 35± LF North of the intersection of Jefferds Avenue right-of-way and Edsall Avenue right-of-way.

**LATERAL #11 (per plans):** Beginning at a point on an existing 42" storm drain (Structure #FF), approximately 935± LF East of the centerline of Edsall Avenue and 400± LF North of the centerline of Maumee Avenue; thence Westerly a distance of 295 feet to a manhole (Structure #GG).

**LATERAL #4 AND #10 (per plans):** Commencing at Structure #J, approximately 820± LF West of the centerline of Coliseum Boulevard and 290± LF North of the centerline of Old Lincoln Highway; thence Southeasterly parallel to the new railroad, a distance of 550 feet to a manhole (Structure #Y); thence South perpendicular to Old Lincoln Highway, a distance of 130 feet to a manhole (Structure #Z), said manhole being located with the right-of-way line of Old Lincoln Highway to the Point of Beginning of Lateral #10; thence Westerly parallel to the right-of-way line of Old Lincoln Highway, a distance of 950 feet to an



inlet (Structure #CC) located 1+ LF South and 75+ LF West of the intersection of the North right-of-way line of Maumee Avenue; thence Northwesterly parallel to and within the Northeast right-of-way line of Maumee Avenue, a distance of 300 feet to an inlet (Structure #DD).

Said sewers shall be 12", 15", 18", 21", 24", 27" and 30" RCP in diameter.

**NOTE:** Per Addendum #1 Lateral #4 was eliminated.

All according to Fort Wayne Sewer Utility, Drawing No. SY-11261 and do everything required by this contract and the other documents constituting a part hereof.

## **ARTICLE 2: THE CONTRACT SUM**

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of **ONE HUNDRED FORTY-EIGHT FIVE HUNDRED SEVENTY AND NO/100 (\$148,570.00) DOLLARS**. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S Proposal**.

## **ARTICLE 3: PROGRESS PAYMENTS**

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the **15th day of the following month**, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the **Engineering Department** of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR**.

## **ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a **Completion Affidavit** by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works and Safety** will direct the **Engineering Department** of the **OWNER** to promptly make such inspection. When the **Engineering Department** finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public**



**Works and Safety**, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### **ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### **ARTICLE 6: NONDISCRIMINATION OF LABOR**

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

#### **ARTICLE 7: PREVAILING WAGE SCALE**

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.



## **ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT**

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 484-1991
- b. Instructions to Bidders for Resolution No. 484-1991
- c. Contractor's Proposal dated 9 OCTOBER 1991
- d. Fort Wayne Engineering Department Drawing SY-11261
- e. Supplemental Specifications for Resolution No. 484-1991
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Form 96.

## **ARTICLE 9: GUARANTEE OF WORKMANSHIP**

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

## **ARTICLE 10: INDEMNITY**

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

## **ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.



Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

#### **ARTICLE 12: COMPLETION DATE**

The CONTRACTOR agrees to complete the work specified in the contract within SIXTY (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

#### **ARTICLE 13: COUNCILMANIC APPROVAL**

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

#### **ARTICLE 14:**

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: LAND, INC.

By: Jack Braun  
Jack Braun, President

CITY OF FORT WAYNE

By: Paul Helmke  
Paul Helmke, Mayor



**BOARD OF PUBLIC WORKS AND SAFETY**

By: [Signature]  
Charles E. Layton, Director  
Public Works

By: [Signature]  
Katherine A. Carrier, Member

By: [Signature]  
Douglas M. Lehman, Director  
Administration and Finance

**ATTEST:**

[Signature]  
Patricia Crick, Clerk

**ACKNOWLEDGEMENT**

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this  
16 day of Oct, 1991, personally appeared  
the within named Jack Braun, who being by me first duly sworn  
upon his oath says that he is the President of Land Inc. and as  
such duly authorized to execute the foregoing instrument and  
acknowledged the same as the voluntary act and deed of Land, Inc.  
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my  
official seal.

[Signature]  
Notary Public  
CAROLYN S. NEWPORT  
NOTARY PUBLIC STATE OF INDIANA  
ALLEN COUNTY  
MY COMMISSION EXP. JUNE 21, 1995  
Printed Name of Notary

My Commission Expires:

Resident of \_\_\_\_\_ County.

Edsall Avenue-Old Lincoln Highway Storm Sewer Contract



Read the first time in full and on motion by Burns  
seconded by Redd, and duly adopted, read the second time  
title and referred to the Committee on City of Fort Wayne (and the  
City Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Conference Room 128, City-County Building  
Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATED: 10-22-91

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns  
seconded by Henry, and duly adopted, placed on its  
passage. PASSED CS2 by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY				<u>✓</u>
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD				
SCHMIDT	<u>✓</u>			<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 11-12-91

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 5263-91  
on the 12th day of November, 19 91.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 13th day of November, 19 91  
at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of November  
19 91, at the hour of 5:20 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR



Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #484-91, Edsall Avenue - Old  
Lincoln Highway Storm Sewer Improvement

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for Res. #484-91, Edsall Avenue -  
Old Lincoln Highway Storm Sewer Improvement is described on the attached  
Resolution. Land, Inc., is the contractor.

EFFECT OF PASSAGE: Storm sewer will be constructed at location as per  
the attached resolution.

EFFECT OF NON PASSAGE: Storm sewer will not be constructed. *S-91-10-30*

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$148,570.00 (Ind.  
Dept of Commerce Grant/UDAG/Omnisource Corp.)

ASSIGNED TO COMMITTEE:2



BILL NO. S-91-10-30

## REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN  
CHARLES B. REDD, VICE CHAIRMAN  
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving CONTRACT FOR  
RES. #484-91, EDSALL AVENUE - OLD LINCOLN HIGHWAY STORM -  
SEWER IMPROVEMENT between LAND, INC. and the City of Fort Wayne,  
Indiana, in connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~CC UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) ~~(RESOLUTION)~~xx

DO RASS

DO NOT PASS

ABSTAIN

NO REC

DATED:

Sandra E. Kennedy  
City Clerk